

Illinois  
Central



0100333025

Douglas A. Koman  
Treasurer

RECORDATION NO. 10535 FILED 1425 **A**

JUL 25 1994 -10 20 AM

July 19, 1994

INTERSTATE COMMERCE COMMISSION

Illinois Central Railroad  
455 North Cityfront Plaza Drive  
Chicago, Illinois 60611-5504

312 755-7935

LICENSING BRANCH  
JUL 9 9 05 AM '94

Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, DC 20423

Dear Sir:

Pursuant to the provisions of 49 U.S.C. Section 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording five counterparts of a Release of an Conditional Sale Agreement dated June 1, 1979, between Boatmen's National Bank of St. Louis and Illinois Central Gulf Railroad Company. This document is a secondary document dated as of June 28, 1994. The primary document to which this is connected was recorded under Recordation No. 10535.

A check payable to the order of the Interstate Commerce Commission for the \$16.00 recording fee applicable to this filing is enclosed herewith.

The names and addresses of the parties to the document are as follows:

Vendor:

Boatmen's National Bank of St. Louis  
One Boatmen's Plaza  
800 Market Street, Box 236  
St. Louis, MO 63166-0236

Railroad:

Illinois Central Railroad Company  
455 N. Cityfront Plaza Dr.  
Chicago, IL 60611

A description of the equipment covered by this release follows:

All equipment included in the aforementioned Conditional Sale Agreement and any amendment of Supplement thereto.

July 19, 1994  
Page 2

A short summary of the document to appear in the index follows:

Release dated as of June 28, 1994 of a Conditional Sale Agreement dated as of June 1, 1979 with Recordation No. 10535 providing for the release of all right, title and interest in all equipment under said Agreement.

It is respectfully requested that all counterparts not needed for the Commission's files be returned to the undersigned with the Commission's recordation stamp shown thereon.

Sincerely,

A handwritten signature in black ink, appearing to read "J. A. Loran". The signature is written in a cursive style with a large, looped initial "J" and a horizontal line extending to the right.

**Illinois  
Central**



**Dona M. Amadio**  
Assistant Treasurer

Illinois Central Railroad  
455 North Cityfront Plaza Drive  
Chicago, Illinois 60611-5504

312 755-7625

July 28, 1994

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, DC 20423  
ATTN: Taledia Stokes

RE: Filing Release for a Conditional Sale Agreement dated  
June 1, 1979

Dear Ms. Stokes:

Per your conversation earlier this week with this office,  
enclosed please find check No. 70992 in the amount of \$2.00  
for the remainder of the \$18.00 recording fee due. Our  
check No. 70985 in the amount of \$16.00 was submitted  
earlier with our request for filing of a release on July 19,  
1994.

If there are any problems, please let me know.

Sincerely,

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

AUGUST 8, 1994

DOUGLAS A. KOMAN/DONA M. AMADIO  
ILLINOIS CENTRAL RAILROAD  
455 NORTH CITYFRONT PLAZA DRIVE  
CHICAGO ILLINOIS 60611-5504

Dear MR. KOMAN:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/25/94 at 10:20AM, and assigned recordation number(s). 10535-A

Sincerely yours,

VERNON A. WILLIAMS  
ACTING SECRETARY

Enclosure(s)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

*Saludia M. Stokes*

JUL 2 5 1994 -10 29 AM

INTERSTATE COMMERCE COMMISSION

ILLINOIS CENTRAL GULF RAILROAD  
(NOW ILLINOIS CENTRAL RAILROAD)  
CONDITIONAL SALE AGREEMENT

Dated as of June 1, 1979

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RELEASE

Dated as of June 28, 1994

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BETWEEN  
BOATMEN'S NATIONAL BANK OF ST. LOUIS  
and

ILLINOIS CENTRAL GULF RAILROAD COMPANY  
(Now Illinois Central Railroad Company)

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, heretofore as of the 1st day of June, 1979, a Conditional Sale Agreement was entered into by and between BOATMEN'S NATIONAL BANK OF ST. LOUIS (hereinafter called the "Vendor"), and ILLINOIS CENTRAL GULF RAILROAD COMPANY, to which ILLINOIS CENTRAL RAILROAD COMPANY is the successor in interest (either of said latter two companies being hereinafter referred to as the "Railroad Company"), and on the same day an Agreement and Assignment was entered into by and between the Vendor and the Railroad Company; and

WHEREAS, the Agreement was duly recorded with the Interstate Commerce Commission under Recordation Number 10535; and

WHEREAS, in said Agreement for a consideration therein named and upon certain conditions therein set forth, the Vendor sold to the Railroad Company certain railroad equipment therein more particularly described but retained title thereto for the term in the Agreement provided; and

WHEREAS, by the terms of the Agreement it was agreed that at the termination thereof, and after all the payments required thereby should have been completed and fully made by the Railroad Company to the Vendor, title to the railroad equipment thereby

conditionally sold should pass to and vest in the Railroad Company, or its nominee or nominees, and said railroad equipment should thereupon be and become the absolute property of the Railroad Company, or its nominee or nominees; and

WHEREAS, the said Railroad Company has completed all of said payments and has paid the full indebtedness in respect of the purchase price of the said railroad equipment, as covenanted and agreed in the Agreement, and has fully performed all the conditions and covenants therein set forth, and desires that the said railroad equipment now be released, assigned and transferred:

NOW, THEREFORE, Boatmen's National Bank of St. Louis, as Vendor aforesaid, for and in consideration of the premises, and the sum of One Dollar (\$1.00), good and lawful money of the United States, to it in hand paid by said Railroad Company at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has released, assigned and transferred and by these presents does release, assign and transfer unto Illinois Central Railroad Company, and its successors and assigns, without recourse in any event, all of the railroad equipment mentioned and described in the Agreement.

The Vendor makes no representations or warranties of any kind hereby express or implied, including as to the present existence or condition of said railroad equipment or whether it is now in the possession of the Railroad Company.

This Release is being simultaneously executed in a number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Boatmen's National Bank of St. Louis has caused these presents to be signed in its corporate name, and its corporate seal, duly attended, to be hereunto affixed this

5<sup>th</sup> day of July. 1994.

BOATMEN'S NATIONAL BANK OF ST. LOUIS

By: Robert L. Holmes Jr.  
Vice President

ATTEST:

Joseph L. Seater Jr.  
Vice President



STATE OF                    )  
City                        ) ss  
COUNTY OF St. Louis )

On the 5th day of July, 1994, before me personally came Robert S. Holmes, Jr. to me known, who being by me duly sworn, says that he is Vice President of Boatmen's National Bank of St. Louis; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Angela R. Barringhaus

Notary Public

ANGELA R. BARRINGHAUS  
NOTARY PUBLIC—STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXPIRES SEPT. 9, 1994